

EXHIBIT 6



Visa Core Rules and Visa Product and Service Rules



15 October 2014

© 2014 Visa. All Rights Reserved.

The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") are Trademarks owned by Visa. All other trademarks not attributed to Visa are the property of their respective owners.

Visa Core Rules

Visa Core Rules

Acceptance

A Payment Facilitator must not contract with a Sponsored Merchant that is outside the country in which the Payment Facilitator and its Acquirer are located unless either:

- The Sponsored Merchant is an International Airline and the Acquirer and Payment Facilitator maintain the relationship as specified in the Visa Rules regarding provisions of the International Airline Program
- The Sponsored Merchant is a military base, embassy, or consulate on foreign territory. Visa considers these Sponsored Merchants to be within the Acquirer's Country and Region of Domicile

Effective 18 October 2014

A Payment Facilitator must not contract with a Sponsored Merchant that is outside the country in which the Payment Facilitator and its Acquirer are located.

A Canada or US Acquirer may cross-border acquire Electronic Commerce Transactions and Mail/ Phone Order Transactions only as follows:

Table 1-10: Permitted Cross-Border Acquiring

| Acquirer Region | Merchant Region | Cardholder Region | Currency Used in Advertising and Transaction Processing |
|-----------------|-----------------|-------------------|---|
| Canada | US | Canada | CAN |
| US | Canada | US | USD |

Visa may determine the country of a Merchant Outlet and an Acquirer's ability to contract with it based on an evaluation of the Merchant's business structure and any other information. A decision by Visa is final.

¹ Such a Merchant may contract with an Acquirer whose Country of Domicile is the Merchant's home country, the Merchant Outlet Country, or both.

ID# 151014-010410-0008552

1.5.1.2 Merchant Qualification Standards

Effective through 17 October 2014

Before entering into a Merchant Agreement, an Acquirer must ensure that the prospective Merchant is all of the following:

- Financially responsible
- Not engaged in any activity that could cause harm to the Visa system or the Visa brand
- Operating within an allowed jurisdiction

Visa Core Rules

Visa Core Rules

Visa Core Rules and Visa Product and Service Rules

The Acquirer must also determine that there is no significant derogatory background information about any of the Merchant's principals.

Effective 18 October 2014

Before entering into a Merchant Agreement, an Acquirer or a Payment Facilitator must ensure that the prospective Merchant is all of the following:

- Financially responsible
- Not engaged in any activity that could cause harm to the Visa system or the Visa brand
- Operating within an allowed jurisdiction

The Acquirer or Payment Facilitator must also determine that there is no significant derogatory background information about any of the Merchant's principals.

ID# 151014-010410-0008478

1.5.1.3 Submission of Illegal Transactions

An Acquirer must not knowingly accept from a Merchant for submission into the Visa payment system any Transaction that is illegal or that the Acquirer or Merchant should have known was illegal.

ID# 151014-151014-0028040

1.5.1.4 Acquirer Use of Digital Certificates

An Acquirer that issues Digital Certificates to its Merchants or Payment Facilitators to enable them to access Visa-owned system components must use only Digital Certificates associated with Visa.

ID# 151014-010410-0004617

1.5.1.5 Authorization Rejection Based on Internal Tables

An Acquirer must not selectively reject or decline Authorization Requests based on an internally developed table of BINs or Account Numbers. This prohibition includes, but is not limited to, tables developed using the electronic or online versions of the *Visa Interchange Directory*.

In the US Region, this prohibition does not include Authorization Requests originating from a Limited Acceptance Merchant for Account Numbers that contain a BIN not accepted by the Merchant.

ID# 151014-010410-0008817

Visa Core Rules

Visa Core Rules

Risk

- Reimbursement to Visa for any expenses incurred to ensure compliance
- Consolidating into a single Funds Transfer Settlement Reporting Entity all or some of the Settlement payments in a Settlement Currency of a Member and its affiliates or of a Clearing Processor as approved by Visa for one or more Members arising from one or more Settlement systems operated by Visa or its subsidiaries or affiliates, operated privately, or by a third party, in order to reduce the liquidity impact of such Settlement payments on Visa (Settlement Payment Consolidation) or risk of Settlement Loss (as defined in Section 9.01 of the *Visa International Certificate of Incorporation and Bylaws* and the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*).
- Redirecting Settlement funds to avoid potential losses, as specified in Section 1.7.6.6, "Visa Rights in Calculating Settlement," including, but not limited to, the following:
 - Rerouting Settlement funds around the financial institution that normally holds the Member's or agent's funds
 - Holding funds to ensure the correct application of Cardholder funds
 - Holding funds for the payment of Merchants
 - Holding funds for the future payment of Chargebacks
 - Withholding funds for the purpose of obtaining collateral or meeting other Member obligations
 - Prohibiting or limiting a Member's right to sponsor Participant Members
- Requiring a Member to change one or more of its designated agents

Visa is not obligated to take these actions to protect any Member, Merchant, Sponsored Merchant, or Cardholder from financial injury.

ID# 151014-010410-0005057

1.10.1.3 Visa Right to Terminate Merchants, Payment Facilitators, or Sponsored Merchants

Visa may permanently prohibit a Merchant, Payment Facilitator, Sponsored Merchant, or any other entity, or one of its principals, from participating in the Visa Program or Visa Electron Program for any reasons it deems appropriate, such as:

- Fraudulent activity
- Presenting Transaction Receipts that do not result from an act between a Cardholder and a Merchant or Sponsored Merchant (laundering)
- Entering into a Merchant Agreement or Payment Facilitator Agreement under a new name with the intent to circumvent the Visa Rules
- Activity that causes the Acquirer to repeatedly violate the Visa Rules

Visa Core Rules

Visa Core Rules

Visa Core Rules and Visa Product and Service Rules

- Activity that has resulted in Visa prohibiting the Merchant, Sponsored Merchant, or Payment Facilitator from participating in the Visa Program or Visa Electron Program
- Exceeding the Global Merchant Chargeback Monitoring Program thresholds
- Any other activity that may result in undue economic hardship or damage to the goodwill of the Visa system

Visa may contact a Merchant, a Sponsored Merchant, or a Payment Facilitator directly, if warranted.

ID# 151014-010410-0007120

1.10.1.4 Acquirer Responsibility for Costs Due to Failure to Terminate a Merchant

An Acquirer is responsible for all costs incurred by Visa due to the Acquirer's failure to terminate a Merchant, Sponsored Merchant, or Payment Facilitator. This includes attorney's fees and costs of any legal action undertaken by Visa to protect the goodwill of the Visa system or to prevent further harm to Members and Cardholders.

ID# 151014-010410-0007117

1.10.1.5 Visa Anti-Bribery Program

Visa maintains an anti-bribery compliance program designed to comply with the requirements and restrictions of the *United States Foreign Corrupt Practices Act* and other anti-bribery laws. A Member must cooperate with Visa in the administration of the Visa anti-bribery program, including, but not limited to, the following:

- Complete, annually, the *Visa Anti-Bribery Policy Questionnaire/Certification* form disclosing the level of ownership, control, and influence of any non-US government, agency, or instrumentality thereof in the Member
- Notify Visa when a non-US government acquires (either as one agency or collectively through different agencies or instrumentalities) an equity interest of 30% or more in the Member

This does not apply to US Members.

ID# 151014-130809-0008836

Glossary

Glossary

Visa Core Rules and Visa Product and Service Rules

| Term | Definition | ID# |
|--|--|-----------------------|
| General Member – Canada Region | A customer of Visa Canada in the category of “General Customer” as defined in <i>Appendix E to the Canada Regional Operating Regulations</i> . | 151014-010410-0024671 |
| Global Brand Protection Program | <p>A global program that monitors Acquirers, Merchants, Payment Facilitators, and Sponsored Merchants to ensure that these entities do not:</p> <ul style="list-style-type: none"> • Process illegal Transactions or are not associated with illegal activity • Engage in potentially deceptive marketing practices, as defined in the <i>Visa Global Brand Protection Program Guide for Acquirers</i> • Process Transactions that may adversely affect the goodwill of the Visa system | 151014-010611-0026388 |
| Global Co-Branded Card | <p>A Card that:</p> <ul style="list-style-type: none"> • Is issued by one or more Issuers that has a contractual relationship with a Global Co-Branding Partner • Bears the Trade Name or Mark of the Global Co-Branding Partner on the front of the Card • May offer a Cardholder tangible benefits for Card usage and loyalty (for example: rebates, discounts, airline miles) | 151014-010410-0024675 |
| Global Co-Branding Partner | <p>A non-Member that:</p> <ul style="list-style-type: none"> • Is not eligible for membership in Visa • Is a for-profit commercial entity or non-profit organization • Has a contractual relationship for the issuance of Global Co-Branded Cards: <ul style="list-style-type: none"> – With one or more Issuers – In one or more Visa Regions and countries | 151012-010410-0024676 |
| Global Co-Branding Partnership | A contractual relationship between an Issuer and a Global Co-Branding Partner. | 151012-010410-0024677 |
| Global Compromised Account Recovery | A global Visa fraud recovery program where Visa allocates to affected Members a portion of the Magnetic Stripe counterfeit fraud losses and a portion of the operating expenses that are associated with an Account Data Compromise Event, including events that also involve the compromise of PIN data. | 151014-150512-0026034 |